

DEFEXPO 2020 – UK Pavilion
5 – 8 February 2020
LUCKNOW, INDIA

COMPANY/ORGANISATION AND CONTACT	
Company Name	Department for International Trade Defence & Security Organisation (DIT DSO)

EXHIBITOR PRICES			
<table><tr><td></td><td>Total Stand Price</td><td>£55788.00</td></tr></table>		Total Stand Price	£55788.00
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Submission of a completed application form confirms your agreement to the Terms and Conditions for participation in ADS events and your compliance with export control laws and regulations.

Submission of credit card information confirms your agreement to debit those details for the required booking payment. A purchase order reference or organisation ID together with the invoice number MUST be quoted with a bank transfer payment. A receipted invoice will be issued following payment. Please note that we require one purchase order for the total cost of the event. This also applies when paying in instalments. Cancellation charges will apply. Please read the Terms and Conditions for participation in ADS events accompanying this application form.

TERMS AND CONDITIONS FOR PARTICIPATION IN ADS EVENTS

1. General

With submission of your web booking You enter into a binding agreement (“**Agreement**”) with ADS to participate in an event (“**Event**”) managed by ADS based on these terms and conditions, any rules and regulations issued by ADS and the main Event organiser (“**Organiser**”) if applicable. Any other terms and conditions contained in any purchase order or proposed by You are not binding on ADS unless agreed by ADS in writing.

ADS reserve the right to refuse any booking without explanation.

2. Price

The total price (“**Price**”) for participating in an Event is shown on the Event web page. VAT will be added to the Price at a prevailing rate.

3. Payment

You become liable for the full payment of the Price with the submission of Your booking.

The Application shall be accompanied by the purchase order.

Payment for attending the Event must be made within 30 calendar days of the date of the ADS invoice or before the Event whichever takes place earlier.

Any additional or extra charges arising during the course of an Event and for which You are liable must be paid within 30 calendar days of the date of the ADS invoice for these charges.

4. Entry and Admission

No admission tickets, passes, itineraries, maps, exhibition stand allocations or other information required to attend or participate in the Event will be issued to You until full payment has been received by ADS. ADS reserve the right to refuse admission to any person or to remove persons from an Event without explanation.

5. Transfer

You cannot assign, sell or give Your rights to participate in the Event to a third party without written consent by ADS.

6. Variations and Amendments

If You wish to vary or amend Your Application, You must notify ADS in writing as soon as possible. ADS will use reasonable endeavours to accommodate requests for change. You will be liable for any increase in Price arising from the variation or amendment.

If, for any reason, ADS has to change any of the arrangements relating to the Event it will inform You forthwith and use reasonable endeavours to minimise the impact of the changes.

7. Cancellation

Cancellation by ADS: If, for any reason, it becomes necessary for ADS to cancel the Event, Your payment will be refunded less any costs reasonably incurred by ADS, including any cancellation charges applied by the Organiser.

Cancellation by You: If the Event You booked is an exhibition and You cancel or reduce the booking 60 days prior to commencement of the Event, we will refund your Price if we are able to resell the space to another customer, less the deposit value enhanced if necessary by any cancellation charges applied by the Organiser. ADS will not refund any monies and will pursue outstanding payments if you cancel the Event less than 60 calendar days prior to its commencement.

For all other Events, if you cancel 7 calendar days, or more, prior to its commencement, ADS will refund You 50% of the Price.

Note: You become liable for the full payment of the Price with the submission of Your web booking. Cancellation of the Event by You does not release You of the obligation to pay any outstanding Price payment.

Cancellation due to a force majeure event: Neither party shall be in breach of its obligations nor liable for any failure or delay in performance of any of its obligations if the Event is cancelled or abandoned or suspended in whole or in part by a force majeure event which is beyond reasonable control of either of the Parties including but not limited to acts of god, civil unrest, natural disaster, change of law, act of terrorism or vandalism. ADS shall not be liable to refund to You Your fees if the Event is cancelled due to a force majeure Event.

8. Bankruptcy or Insolvency

ADS may cancel the Agreement after the beginning of any bankruptcy or insolvency proceeding by or against You, or after the appointment of a receiver or an assignee for the benefit of Your creditors.

9. Liability

ADS will not be liable in contract, tort or otherwise for any indirect or consequential losses including but not limited to loss of profit, loss of use, costs or expenses, or other claims whether caused by ADS, its employees, contractors or agents arising from You taking part in an Event.

Nothing in this Agreement excludes or limits the liability of either Party for: death or personal injury caused by negligence or any other liability which cannot lawfully be excluded or limited.

The liability of ADS to You for all claims in aggregate attributable to any one Event and arising from Your participation in the Event shall not exceed the fees paid by You under this Agreement.

10. Indemnity

You shall indemnify, and keep ADS indemnified, against any loss or damage suffered by ADS arising from:

- Any claim for an infringement by You of a patent, registered design, trademark or copyright.
- Any negligent act by You, Your employees, servants or agents in connection with the Event especially when it caused personal injury or damage to property.

You shall ensure that Your employees, servants, agents or otherwise comply with the requirements of the Export Control Act 2002 and any other export control laws which are applicable to your participation in the Event we reserve our right to cancel Your participation at any time in case of Your noncompliance with the export control laws. You shall indemnify, and keep ADS indemnified, against any loss or damage suffered by ADS arising from failure by You to comply with any export control laws.

11. Insurance

You are required to obtain public liability insurance to cover claims arising from or in connection with Your participation in the Event with a minimum cover of £5,000,000 (five million pounds).

You must ensure that Your property which you take for the Event are adequately insured throughout the period of the Event including transport to and from the Event, stand build-up and breakdown periods if applicable.

12. Business Ethics and Anti-Bribery

You and Your employees, agents, servants or otherwise shall at all times in connection with the Event comply with anti-bribery and other ethical standards set out in Common Industry Standards for European Aerospace and Defence issued by the AeroSpace and Defence Industries Association of Europe, copies of which are available at www.asd-europe.org.

13. Hazardous Goods

You shall not bring any item or substance to the Event which is dangerous or whose movement or use is forbidden by the local laws.

14. Data Protection

Any personal data supplied in the Application will be used by ADS, the Organiser and any contractor appointed by ADS solely for the purpose of facilitating the booking. Any personal data provided may be processed outside of the territory of the European Union.

15. Rights of Third Parties

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

16. Conflict

Where the Event is an exhibition and there is a conflict between the terms and conditions of the Organiser and these terms and conditions, the former shall prevail.

17. Applicable Law

This Agreement is governed and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.